SERFF Tracking Number: AGDE-126144828 State: Arkansas
Filing Company: National Union Fire Insurance Company of State Tracking Number: 42374

Pittsburgh, PA

Company Tracking Number: \$30622DBG (REV. 11/08)

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Speciality Markets

Project Name/Number: Security Evacuation Benefit Rider Revised/S30622DBG (Rev. 11/08)

# Filing at a Glance

Company: National Union Fire Insurance Company of Pittsburgh, PA

Product Name: Speciality Markets SERFF Tr Num: AGDE-126144828 State: ArkansasLH TOI: H04 Health - Blanket Accident/Sickness SERFF Status: Closed State Tr Num: 42374

Sub-TOI: H04.000 Health - Blanket Co Tr Num: S30622DBG (REV. State Status: Approved-Closed

Accident/Sickness 11/08)

Filing Type: Form Co Status: Reviewer(s): Rosalind Minor

Authors: Penny Berry, Wanda

Floyd, Jane Ford

Date Submitted: 05/13/2009 Disposition Status: Approved-

Closed

Disposition Date: 05/19/2009

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## **General Information**

Project Name: Security Evacuation Benefit Rider Revised Status of Filing in Domicile: Not Filed

Project Number: S30622DBG (Rev. 11/08)

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Not filed in

domicile state of Pennsylvania as this is

deregulated

Explanation for Combination/Other:

Submission Type: New Submission

Market Type: Group

Group Market Size: Small

Overall Rate Impact:

Filing Status Changed: 05/19/2009 Explanation for Other Group Market Type:

State Status Changed: 05/19/2009

Group Market Type: Blanket

Corresponding Filing Tracking Number:

Deemer Date:

Filing Description:

May 13, 2009

Honorable Mike Pickens

Filing Company: National Union Fire Insurance Company of State Tracking Number: 42374

Pittsburgh, PA

Company Tracking Number: \$30622DBG (REV. 11/08)

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Speciality Markets

Project Name/Number: Security Evacuation Benefit Rider Revised/S30622DBG (Rev. 11/08)

Insurance Commissioner

Arkansas Insurance Department

1200 West 3rd Street

Little Rock, Arkansas 72201-1904

ATTN: John Shields, Director

RE: National Union Fire Insurance Company of Pittsburgh, Pa.

NAIC # 012-19445, FEIN 25-0687550

Blanket Accident Insurance Program (C11695DBG et al)

S30622DBG (Rev. 11/08) Security Evacuation Benefit Rider

Form Filing

#### Dear Commissioner:

The above referenced form is being submitted for your review and approval. This form is new and is not intended to replace any previously approved form. When approved, this form will be utilized with our Blanket Accident Insurance Policy, Form C11695DBG, which was approved by your department on August 30, 2001. This form is similar to form S30622DBG previously approved by your department on 07/11/2008 under AR State tracking number 39579 SERFF Tracking number AGDE-125727809. The differences between this version and the prior approved version are as follows:

- 1. In the second paragraph first sentence "[outside a [50] mile radius from his or her place of Primary Residence,] was added
- 2. In the fourth paragraph item "(4) to the Insured's place of Primary Residence]" was added.
- 3. On page 3 "Primary Residence means the extrication of an Insured from the Host Country due to an Occurrence which results in the Insured being placed in Imminent Physical Danger." was added

This rider will provide Security Evacuation Benefits should the insured need to be evacuated due to occurrences such as a Natural Disaster, or physical threat.

We thank you in advance for your attention to this filing. Please do not hesitate to contact our office if you have any

SERFF Tracking Number: AGDE-126144828 State: Arkansas
Filing Company: National Union Fire Insurance Company of State Tracking Number: 42374

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Product Name: Speciality Markets

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questions or require additional information.

Sincerely,

Penny L. Berry

Regulatory Analyst

AIG Commercial Insurance - Law Department

Domestic Accident & Health Division

**A&H Regulatory Affairs Unit** 

Phone: 302-594-2414 Fax: (302) 594-4810

Email: penny.berry@auiholdings.com

# **Company and Contact**

### **Filing Contact Information**

Penny Berry, Product Analyst penny.berry@aig.com
600 King Street (800) 225-5244 [Phone]
Wilmington, DE 19801 (302) 594-4810[FAX]

**Filing Company Information** 

National Union Fire Insurance Company of

Pittsburgh, PA

70 Pine Street Group Code: 12 Company Type:
New York, NY 10270 Group Name: AIG State ID Number:

CoCode: 19445

State of Domicile: Pennsylvania

(212) 770-7000 ext. [Phone] FEIN Number: 25-0687550

-----

# Filing Fees

Fee Required? Yes
Fee Amount: \$20.00
Retaliatory? No

Fee Explanation: 1 form x \$20.00 = \$20.00

Per Company: No

Filing Company: National Union Fire Insurance Company of State Tracking Number: 42374

Pittsburgh, PA

Company Tracking Number: \$30622DBG (REV. 11/08)

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Speciality Markets

Project Name/Number: Security Evacuation Benefit Rider Revised/S30622DBG (Rev. 11/08)

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

National Union Fire Insurance Company of \$20.00 05/13/2009 27863719

Pittsburgh, PA

SERFF Tracking Number: AGDE-126144828 State: Arkansas
Filing Company: National Union Fire Insurance Company of State Tracking Number: 42374

Pittsburgh, PA

Company Tracking Number: \$30622DBG (REV. 11/08)

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Speciality Markets

Project Name/Number: Security Evacuation Benefit Rider Revised/S30622DBG (Rev. 11/08)

# **Correspondence Summary**

## **Dispositions**

Status	Created By	Created On	Date Submitted
Approved- Closed	Rosalind Minor	05/19/2009	05/19/2009

SERFF Tracking Number: AGDE-126144828 State: Arkansas Filing Company: National Union Fire Insurance Company of

State Tracking Number:

42374

Pittsburgh, PA

Company Tracking Number: S30622DBG (REV. 11/08)

TOI: H04.000 Health - Blanket Accident/Sickness H04 Health - Blanket Accident/Sickness Sub-TOI:

Product Name: Speciality Markets

Project Name/Number: Security Evacuation Benefit Rider Revised/S30622DBG (Rev. 11/08)

# **Disposition**

Disposition Date: 05/19/2009

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Filing Company: National Union Fire Insurance Company of

State Tracking Number:

42374

Pittsburgh, PA

Company Tracking Number: \$30622DBG (REV. 11/08)

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Speciality Markets

Project Name/Number: Security Evacuation Benefit Rider Revised/S30622DBG (Rev. 11/08)

Item Type	Item Name	Item Status	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	AR NAIC Transmittal	Approved-Closed	Yes
Supporting Document	Redline Document	Approved-Closed	Yes
Form	Security Evacation Benefit Rider	Approved-Closed	Yes

SERFF Tracking Number: AGDE-126144828 State: Arkansas Filing Company: National Union Fire Insurance Company of State Tracking Number: 42374

Pittsburgh, PA

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TOI: H04.000 Health - Blanket Accident/Sickness H04 Health - Blanket Accident/Sickness Sub-TOI:

Product Name: Speciality Markets

Project Name/Number: Security Evacuation Benefit Rider Revised/S30622DBG (Rev. 11/08)

## Form Schedule

Lead Form Number: S30622DBG (Rev. 11/08)

Review	Form	Form Type Form Name	Action	<b>Action Specific</b>	Readability	Attachment
Status	Number			Data		
Approved-	S30622DB	Policy/Cont Security Evacation	Initial		51	S30622DBG
Closed	G (Rev.	ract/FraternBenefit Rider				(Rev 11-
	11/08)	al				08).pdf
		Certificate:				
		Amendmen				
		t, Insert				

Page, Endorseme

nt or Rider

## NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 70 Pine Street, New York, NY 10270 (212) 770-7000

(a capital stock company, herein referred to as the Company)

Policyholder: [ABC Organization]
Policy Number: [XXXXXX]

### **Security Evacuation Benefit Rider**

This Rider is attached to and made part of the Policy[ as of the Policy Effective Date shown in the Policy's Master Application][ effective [Month Day, Year]. It applies only with respect to Occurrences that take place on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

If, as a result of an Occurrence that takes place during an Insured's Period of Coverage [and while [traveling outside his or her Home Country,]<sup>16</sup> [outside a [50] mile radius from his or her place of Primary Residence,]<sup>15</sup>]<sup>14</sup> an Insured requires a Security Evacuation, the Company will pay benefits to Transport the Insured to the Nearest Place of Safety. The determination that an Insured requires a Security Evacuation must be made by a Designated Security Consultant and all arrangements must be made by [American International Assistance Services, Inc., (AIAS)]<sup>1</sup>.

Benefits will be payable for eligible expenses up to the Maximum Amount. Eligible expenses are for Transportation and Related Costs to the Nearest Place of Safety necessary to ensure the Insured's safety and well-being as determined by the Designated Security Consultant. Security Evacuation benefits are payable only once per [Occurrence/Period of Coverage]<sup>2</sup>.

[Benefits will also be payable for Transportation and Related Costs within [1-14] days of the Security Evacuation to either of these locations as chosen by the [Company]<sup>3</sup> [Insured]<sup>3</sup> [Designated Security Consultant]<sup>3</sup>:

- (1) back to the Host Country if return is safe and permitted; or
- (2) to the Insured's Home Country[; or
- (3)[where the Insured is currently permanently assigned by the [Policyholder]<sup>4</sup> [Participating Organization]<sup>4</sup>] [where the [Policyholder]<sup>4</sup> [Participating Organization]<sup>4</sup> is located] [where the [educational institution]<sup>4</sup> that sponsored the Insured's trip is located]]<sup>5</sup>[or
- (4) to the Insured's place of Primary Residence].

This benefit is subject to the overall Maximum Amount.]

[Benefits will be payable for consulting services by a Designated Security Consultant for seeking information on Missing Person or kidnapping cases if the Insured is deemed kidnapped or a Missing Person by local or international authorities. This benefit is subject to the overall Maximum Amount.]<sup>6</sup>

[AIAS]<sup>1</sup> must make all arrangements and must authorize all expenses in advance of any benefits being payable. [AIAS]<sup>1</sup> is not responsible for the availability of Transport services. Where a Security Evacuation becomes impractical because of hostile or dangerous conditions, a Designated Security Consultant will endeavor to maintain contact with the Insured until a Security Evacuation becomes viable.

#### Right of Recovery

If, after a Security Evacuation is completed, it becomes clear that the Insured was an active participant in the events that led to an Occurrence, the Company has the right to recover all Transportation and Related Costs from the Insured.

#### **Excess Provision**

Benefits payable for the eligible expenses under this Rider will be limited to that part of the eligible expense, if any, which is in excess of the total benefits payable for the same Security Evacuation under any other valid S30622DBG (Rev. 11/08)

and collectible insurance or other indemnity. If the other valid and collectible insurance or indemnity provides benefits on an excess coverage basis, benefits will be paid first by the insurer or services plan whose coverage has been in effect for the longer period of time at the date of the Security Evacuation.

For purposes of this Rider, an Insured's entitlement to other valid and collectible insurance or indemnity will be determined as if this Rider did not exist and will not depend on whether timely application for benefits from other valid and collectible insurance or indemnity is made by or on behalf of the Insured.

Benefits under this Rider will be reduced to the extent that benefits for expenses are covered by any other valid and collectible insurance or indemnity whether or not a claim is made for such benefits.]<sup>7</sup>

## [Changes in Terms and Conditions

The terms and conditions of this Rider, including but not limited to the definition of Excluded Countries, may be changed at any time to reflect conditions that, in the opinion of the Company, constitute a change in the [Policyholder's]<sup>4</sup> [Participating Organization's]<sup>4</sup> security evacuation exposure. The Company will give the [Policyholder]<sup>4</sup> [Participating Organization]<sup>4</sup> written notice of any change in the terms and conditions of this Rider at least [10-45] days in advance of the effective date of the change.]<sup>8</sup>

### **Definitions**

**Advisory** means a formal recommendation by the Appropriate Authorities that the Insured or citizens of his or her Home Country or citizens of the Host Country leave the Host Country.

**Appropriate Authority(ies)** means the government authority(ies) in the Insured's Home Country or the government authority(ies) of the Host Country.

**Designated Security Consultant** means an employee of a security firm under contract to [AIAS]<sup>1</sup> or an [AIAS]<sup>1</sup> designated service provider who is experienced in security procedures and measures necessary to ensure the safety of the Insured(s) in his or her care.

**Excluded Countries** means the following countries from which Security Evacuations are not available under this Rider: [list excluded countries, *e.g.*, Iraq, Afghanistan, Pakistan, Israel (West Bank and Gaza Strip), Iran, Somalia and Chechnya or]<sup>9</sup> any country subject to the administration and enforcement of U. S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL (OFAC).

**Home Country** means the country of citizenship of the Insured. If the Insured has dual citizenship, for the purposes of this Rider, his or her Home Country is the country of the passport he or she used to enter the Host Country.

**Host Country** means any country, other than an Excluded Country, in which an Insured is traveling while covered under the Policy.

**Imminent Physical Danger** means the Insured is subject to possible physical injury or sickness that could result in grave physical harm or death.

**Missing Person** means an Insured who disappeared for an unknown reason and whose disappearance was reported to the Appropriate Authority(ies).

[Natural Disaster means a storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that:

- 1. is due to natural causes; and
- results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government of the Host Country and the area is deemed to be uninhabitable or dangerous. I<sup>10</sup>

**Nearest Place of Safety** means a location determined by the Designated Security Consultant where:

- 1. the Insured can be presumed safe from the Occurrence that precipitated the Insured's Security Evacuation; and
- 2. the Insured has access to transportation; and
- 3. the Insured has the availability of temporary lodging, if needed.

**Occurrence** means any of the following situations in which an Insured finds him or her self while covered by the Policy:

- 1. [expulsion from a Host Country or being declared persona non-grata on the written authority of the recognized government of a Host Country; ]
- 2. [political or military events involving a Host Country, if the Appropriate Authorities issue an Advisory stating that citizens of the Insured's Home Country or citizens of the Host Country should leave the Host Country;]
- 3. [Natural Disaster within [7] days of an event;]9
- 4. [Verified Physical Attack or a Verified Threat of Physical Attack from a third party;] 11
- 5. [the Insured had been deemed kidnapped or a Missing Person by local or international authorities and, when found, his or her safety and/or well-being are in question within [7] days of his or her being found of 16

**Period of Coverage** means the period of time during which the Policy is in force with respect to the Insured.

**Primary Residence** means the extrication of an Insured from the Host Country due to an Occurrence which results in the Insured being placed in Imminent Physical Danger.

**Related Costs** means food, lodging and, if necessary, physical protection for the Insured during the Transport to the Nearest Place of Safety.

**Security Evacuation** means the extrication of an Insured from the Host Country due to an Occurrence which results in the Insured being placed in Imminent Physical Danger.

**Transport/Transportation** means the most efficient and available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the Insured's common carrier tickets will be used.

[Verified Physical Attack means deliberate physical harm of the Insured confirmed by documentation or physical evidence.] 11

[Verified Threat of Physical Attack means a threat against the Insured's health and safety as confirmed by documentation and/or physical evidence.]<sup>11</sup>

#### **Exclusions**

No benefits are payable under this Rider for charges, fees or expenses:

- 1. payable under any other provision of, or Rider to, the Policy to which this Rider is attached;
- 2. that are recoverable through the Insured's employer;
- 3. arising from or attributable to an actual fraudulent, dishonest or criminal act committed or attempted by an Insured, acting alone or in collusion with others;
- 4. arising from or attributable to an alleged:
  - a. violation of the laws of the Host Country by an Insured; or
  - b. violation of the laws of the Insured's Home Country;

unless the Designated Security Consultant determines that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda and/or coercive effect upon or at the expense of the Insured:

- 5. due to the Insured's failure to maintain and possess duly authorized and issued required travel documents and visas;
- 6. arising from an Occurrence which took place in an Excluded Country;
- 7. for repatriation of remains expenses;

- 8. for common or endemic or epidemic diseases or global pandemic disease as defined by the World Health Organization;
- 9. for medical services; [or]
- 10. for monies payable in the form of a ransom if a Missing Person case evolves into a kidnapping;<sup>12</sup> [or]
- 11. [for consulting services seeking information on Missing Person or kidnapping cases;] <sup>12</sup>[or]
- 12. [arising from or attributable, in whole or in part, to a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause;] <sup>12</sup>[or]
- 13. [arising from or attributable, in whole or in part, to non-compliance by the Insured with regard to any obligation specified in a contract or license;] <sup>12</sup>[or]
- 14. [due to military or political issues if the Insured's Security Evacuation request is made more than [7-60] days after the Appropriate Authority(ies) Advisory was issued;] <sup>12</sup>[or]
- 15. [due to a storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that:
  - 1. is due to natural causes; and

Ch 2. Myle

2. results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government of the Host Country and the area is deemed to be uninhabitable or dangerous]<sup>13</sup>.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:

Filing Company: National Union Fire Insurance Company of State Tracking Number: 42374

Pittsburgh, PA

Company Tracking Number: \$30622DBG (REV. 11/08)

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Speciality Markets

Project Name/Number: Security Evacuation Benefit Rider Revised/S30622DBG (Rev. 11/08)

## **Rate Information**

Rate data does NOT apply to filing.

Filing Company: National Union Fire Insurance Company of

State Tracking Number:

42374

Pittsburgh, PA

Company Tracking Number: \$30622DBG (REV. 11/08)

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Speciality Markets

Project Name/Number: Security Evacuation Benefit Rider Revised/S30622DBG (Rev. 11/08)

# **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Flesch Certification Approved-Closed 05/19/2009

Comments: Attachment:

S30622DBG AR Readability.pdf

**Review Status:** 

Bypassed -Name: Application Approved-Closed 05/19/2009

Bypass Reason: Not applicable to this filing

Comments:

**Review Status:** 

Satisfied -Name: AR NAIC Transmittal Approved-Closed 05/19/2009

Comments:

Attachment:

S30622DBG REV NAIC Transmittal form.pdf

**Review Status:** 

Satisfied -Name: Redline Document Approved-Closed 05/19/2009

Comments:

Attached for your reference is a red line document showing differences between prior approved form and this one.

Attachment:

S30622DBG (Rev 11-08) Redline.pdf

## STATE OF ARKANSAS

## **CERTIFICATION**

This is to certify that the attached form number(s)  $\underline{S30622DBG}$  (Rev. 11/08) achieved a Flesch Reading Ease score of  $\underline{50.7}$  and complies with the requirements of Ark. Stat. Ann. § 23-80-201 through § 23-80-208, cited as the Life and Accident and Health Insurance Policy Language Simplification Act.

Adam C. Reed Assistant Vice President

# Life, Accident & Health, Annuity, Credit Transmittal Document

1.	Prepared for the State of	for the State of Arkansas						
2.	Department Use Only State Tracking ID							
	State Tracking ID							
3.	Insurer Name & Address	Domicile	Insurer License Type	NAIC Group #	NAIC#	FEIN#	State #	
Pit 600	tional Union Fire Ins. Co of tsburgh, PA King Street Imington, DE 19801	Pennsylvania		012	19445	25-0687550		
				<u> </u>		1		
4.	Contact Name & Address	Telephone #		Fax #		E-mail Address		
600 K	y L. Berry Ling Street ington, DE 19801	302-594-24	302-594-2414 302-5		4-4810 penny.berry@aiuholdings		ings.com	
5.	Requested Filing Mode	Mode Review & Approval						
6.	Company Tracking Numb	er S30622DB	G (Rev. 11/0	8)				
7.	New Submission □	Resubmission						
		☐ Individ		anchise				
8.	Market	Group	Small Large Small and Large					
9.	Type of Insurance (TOI)	H04 Healt	h-Blanket A	S				
10.	Sub-Type of Insurance (Su TOI)							
		Policy Applica						
11. Submitted Documents			Rates New Rate Revised Rate FILING OTHER THAN FORM OR RATE: Please explain:					
		Articles o Associatio Statement Actuarial	f Incorporation	y n				

LHTD-1, Page 1 of 2

12.	Filing Submission Date	05/13/2009			
		Amount Check Date			
13	Filing Fee (If required)	Retaliatory Yes No Check Number			
	-	· — — — — — — — — — — — — — — — — — — —			
14.	<b>Date of Domiciliary Approval</b>	Not regulated in domicile state of PA therefore not filed			
15.	Filing Description:				
	The above referenced form is	being submitted for your review and approval. This form is new and is not			
		ously approved form. When approved, this form will be utilized with our			
		olicy, Form C11695DBG, which was approved by your department on			
		similar to form S30622DBG previously approved by your department on acking number 39579 SERFF Tracking number AGDE-125727809. The			
		on and the prior approved version are as follows:			
		aragraph first sentence "[outside a [50] mile radius from his or her place of			
	Primary Residen	ce,] was added			
		agraph item "(4) to the Insured's place of Primary Residence]" was added.			
	1 0	mary Residence means the extrication of an Insured from the Host Country			
	Danger." was ad	arrence which results in the Insured being placed in Imminent Physical			
	Dunger. Was ac				
	This rider will provide Securi	ty Evacuation Benefits should the insured need to be evacuated due to			
	occurrences such as a Natural	Disaster, or physical threat.			
16.	16. Certification (If required)				
	<u> </u>	ewed the applicable filing requirements for this filing, and the filing complies with all			
	applicable statutory and regulatory provisions for the state of Arkansas.				
Prir	nt Name Penny L. Berry	Title Regulatory Analyst			

LHTD-1, Page 2 of 2

Date: <u>05/13/2009</u>

17. Form Filing Attachment						
This	This filing transmittal is part of company tracking number S30622DBG (Rev. 11/08)					
This	filing corresponds to rate filing company to	racking number				
					T	
	Document Name	Form Number			Replaced Form Number	
	Description				Previous State Filing Number	
01	Security Evacuation Benefit Rider	S30622DBG (Rev 11/08)				
	Rider	11/00)				
02			☐ Initi			
		-	☐ Revised ☐ Other			
03			☐ Initi			
		-	Revi	ised er		
04			☐ Initi			
		-	☐ Revi	ised er		
05			☐ Initi			
		-	☐ Revi	ised er		
06			Initi			
		1	☐ Revi	ised er		
07			☐ Initi			
			☐ Revi			
08			☐ Initi			
		1	☐ Revi			
09			☐ Initi			
			Revised Other			

LH FFA-1

10

☐ Initial ☐ Revised

Other

18.	Rate Filing Attachment			
This	filing transmittal is part of company trac	king number		
This	filing corresponds to form filing company	tracking number		
Over	rall percentage rate indication (when appl	icable)		
Over	rall percentage rate impact for this filing		%	
	Document Name	Affected Form Numbers	Previous State Filing Number	
	Description			
01			New	
		_	☐ Revised  Request +%%	
			Other	
02			☐ New	
			Revised	
			Request +%%	
03			☐ Other	
			Revised	
			Request +%%	
0.4			Other	
04			☐ New ☐ Revised	
			Request +%%	
			Other	
05			New	
			Revised	
			Request +%%  Other	
06			New	
			Revised	
			Request +%%	
07			Other  New	
07			Revised	
0.0			Other	
08			☐ New ☐ Revised	
			Request +%%	
			Other	
09			New New	
			Revised Request +%%	
			Request +%%     Other	
10			New	
			Revised	
			Request +%%	
			Other	

LH RFA-1

## NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 70 Pine Street, New York, NY 10270 (212) 770-7000

(a capital stock company, herein referred to as the Company)

Policyholder: [ABC Organization]
Policy Number: [XXXXXX]

### **Security Evacuation Benefit Rider**

This Rider is attached to and made part of the Policy[ as of the Policy Effective Date shown in the Policy's Master Application][ effective [Month Day, Year]. It applies only with respect to Occurrences that take place on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

If, as a result of an Occurrence that takes place during an Insured's Period of Coverage [and while [traveling outside his or her Home Country,] [outside a [50] mile radius from his or her place of Primary Residence,]] an Insured requires a Security Evacuation, the Company will pay benefits to Transport the Insured to the Nearest Place of Safety. The determination that an Insured requires a Security Evacuation must be made by a Designated Security Consultant and all arrangements must be made by [American International Assistance Services, Inc., (AIAS)].

Benefits will be payable for eligible expenses up to the Maximum Amount. Eligible expenses are for Transportation and Related Costs to the Nearest Place of Safety necessary to ensure the Insured's safety and well-being as determined by the Designated Security Consultant. Security Evacuation benefits are payable only once per [Occurrence/Period of Coverage]<sup>2</sup>.

[Benefits will also be payable for Transportation and Related Costs within [1-14] days of the Security Evacuation to either of these locations as chosen by the [Company]<sup>3</sup> [Insured]<sup>3</sup> [Designated Security Consultant]<sup>3</sup>:

- (1) back to the Host Country if return is safe and permitted; or
- (2) to the Insured's Home Country[; or
- (3)[where the Insured is currently permanently assigned by the [Policyholder]<sup>4</sup> [Participating Organization]<sup>4</sup>] [where the [Policyholder]<sup>4</sup> [Participating Organization]<sup>4</sup> is located] [where the [educational institution]<sup>4</sup> that sponsored the Insured's trip is located]]<sup>5</sup>[or
- (4) to the Insured's place of Primary Residence].

This benefit is subject to the overall Maximum Amount.]

[Benefits will be payable for consulting services by a Designated Security Consultant for seeking information on Missing Person or kidnapping cases if the Insured is deemed kidnapped or a Missing Person by local or international authorities. This benefit is subject to the overall Maximum Amount.]<sup>6</sup>

[AIAS]<sup>1</sup> must make all arrangements and must authorize all expenses in advance of any benefits being payable. [AIAS]<sup>1</sup> is not responsible for the availability of Transport services. Where a Security Evacuation becomes impractical because of hostile or dangerous conditions, a Designated Security Consultant will endeavor to maintain contact with the Insured until a Security Evacuation becomes viable.

#### Right of Recovery

If, after a Security Evacuation is completed, it becomes clear that the Insured was an active participant in the events that led to an Occurrence, the Company has the right to recover all Transportation and Related Costs from the Insured.

#### **Excess Provision**

Benefits payable for the eligible expenses under this Rider will be limited to that part of the eligible expense, if any, which is in excess of the total benefits payable for the same Security Evacuation under any other valid S30622DBG (Rev. 11/08)

and collectible insurance or other indemnity. If the other valid and collectible insurance or indemnity provides benefits on an excess coverage basis, benefits will be paid first by the insurer or services plan whose coverage has been in effect for the longer period of time at the date of the Security Evacuation.

For purposes of this Rider, an Insured's entitlement to other valid and collectible insurance or indemnity will be determined as if this Rider did not exist and will not depend on whether timely application for benefits from other valid and collectible insurance or indemnity is made by or on behalf of the Insured.

Benefits under this Rider will be reduced to the extent that benefits for expenses are covered by any other valid and collectible insurance or indemnity whether or not a claim is made for such benefits.]<sup>7</sup>

## [Changes in Terms and Conditions

The terms and conditions of this Rider, including but not limited to the definition of Excluded Countries, may be changed at any time to reflect conditions that, in the opinion of the Company, constitute a change in the [Policyholder's]<sup>4</sup> [Participating Organization's]<sup>4</sup> security evacuation exposure. The Company will give the [Policyholder]<sup>4</sup> [Participating Organization]<sup>4</sup> written notice of any change in the terms and conditions of this Rider at least [10-45] days in advance of the effective date of the change.]<sup>8</sup>

### **Definitions**

**Advisory** means a formal recommendation by the Appropriate Authorities that the Insured or citizens of his or her Home Country or citizens of the Host Country leave the Host Country.

**Appropriate Authority(ies)** means the government authority(ies) in the Insured's Home Country or the government authority(ies) of the Host Country.

**Designated Security Consultant** means an employee of a security firm under contract to [AIAS]<sup>1</sup> or an [AIAS]<sup>1</sup> designated service provider who is experienced in security procedures and measures necessary to ensure the safety of the Insured(s) in his or her care.

**Excluded Countries** means the following countries from which Security Evacuations are not available under this Rider: [list excluded countries, *e.g.*, Iraq, Afghanistan, Pakistan, Israel (West Bank and Gaza Strip), Iran, Somalia and Chechnya or]<sup>9</sup> any country subject to the administration and enforcement of U. S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL (OFAC).

**Home Country** means the country of citizenship of the Insured. If the Insured has dual citizenship, for the purposes of this Rider, his or her Home Country is the country of the passport he or she used to enter the Host Country.

**Host Country** means any country, other than an Excluded Country, in which an Insured is traveling while covered under the Policy.

**Imminent Physical Danger** means the Insured is subject to possible physical injury or sickness that could result in grave physical harm or death.

**Missing Person** means an Insured who disappeared for an unknown reason and whose disappearance was reported to the Appropriate Authority(ies).

[Natural Disaster means a storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that:

- 1. is due to natural causes; and
- results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government of the Host Country and the area is deemed to be uninhabitable or dangerous. I<sup>10</sup>

**Nearest Place of Safety** means a location determined by the Designated Security Consultant where:

- 1. the Insured can be presumed safe from the Occurrence that precipitated the Insured's Security Evacuation; and
- 2. the Insured has access to transportation; and
- 3. the Insured has the availability of temporary lodging, if needed.

**Occurrence** means any of the following situations in which an Insured finds him or her self while covered by the Policy:

- 1. [expulsion from a Host Country or being declared persona non-grata on the written authority of the recognized government of a Host Country; ]
- 2. [political or military events involving a Host Country, if the Appropriate Authorities issue an Advisory stating that citizens of the Insured's Home Country or citizens of the Host Country should leave the Host Country;]
- 3. [Natural Disaster within [7] days of an event;]9
- 4. [Verified Physical Attack or a Verified Threat of Physical Attack from a third party;] 11
- 5. [the Insured had been deemed kidnapped or a Missing Person by local or international authorities and, when found, his or her safety and/or well-being are in question within [7] days of his or her being found of 16

**Period of Coverage** means the period of time during which the Policy is in force with respect to the Insured.

<u>Primary Residence</u> means the extrication of an Insured from the Host Country due to an Occurrence which results in the Insured being placed in Imminent Physical Danger.

**Related Costs** means food, lodging and, if necessary, physical protection for the Insured during the Transport to the Nearest Place of Safety.

**Security Evacuation** means the extrication of an Insured from the Host Country due to an Occurrence which results in the Insured being placed in Imminent Physical Danger.

**Transport/Transportation** means the most efficient and available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the Insured's common carrier tickets will be used.

[Verified Physical Attack means deliberate physical harm of the Insured confirmed by documentation or physical evidence.] 11

[Verified Threat of Physical Attack means a threat against the Insured's health and safety as confirmed by documentation and/or physical evidence.]<sup>11</sup>

#### **Exclusions**

No benefits are payable under this Rider for charges, fees or expenses:

- 1. payable under any other provision of, or Rider to, the Policy to which this Rider is attached;
- 2. that are recoverable through the Insured's employer;
- 3. arising from or attributable to an actual fraudulent, dishonest or criminal act committed or attempted by an Insured, acting alone or in collusion with others;
- 4. arising from or attributable to an alleged:
  - a. violation of the laws of the Host Country by an Insured; or
  - b. violation of the laws of the Insured's Home Country;

unless the Designated Security Consultant determines that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda and/or coercive effect upon or at the expense of the Insured:

- 5. due to the Insured's failure to maintain and possess duly authorized and issued required travel documents and visas;
- 6. arising from an Occurrence which took place in an Excluded Country;
- 7. for repatriation of remains expenses;

- 8. for common or endemic or epidemic diseases or global pandemic disease as defined by the World Health Organization;
- 9. for medical services; [or]
- 10. for monies payable in the form of a ransom if a Missing Person case evolves into a kidnapping;<sup>12</sup> [or]
- 11. [for consulting services seeking information on Missing Person or kidnapping cases;] <sup>12</sup>[or]
- 12. [arising from or attributable, in whole or in part, to a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause;] <sup>12</sup>[or]
- 13. [arising from or attributable, in whole or in part, to non-compliance by the Insured with regard to any obligation specified in a contract or license;] <sup>12</sup>[or]
- 14. [due to military or political issues if the Insured's Security Evacuation request is made more than [7-60] days after the Appropriate Authority(ies) Advisory was issued;] <sup>12</sup>[or]
- 15. [due to a storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that:
  - 1. is due to natural causes; and

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2. results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government of the Host Country and the area is deemed to be uninhabitable or dangerous<sup>13</sup>.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider: